



Illinois Central Gulf  
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IGG Washington, D.C.

Industries Company

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FEE OPERATION BR.

P. W. Johnston  
Vice President—Law

Illinois Central  
Gulf Railroad  
Two Illinois Center  
233 North Michigan Avenue  
Chicago, IL 60601  
(312) 565 1600

March 16, 1977

RECORDATION NO. 8754 Filed & Recorded

MAR 21 1977-11 15 AM

INTERSTATE COMMERCE COMMISSION

Honorable Robert L. Oswald, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Consignment Agreement Between General  
Electric Company and Illinois Central  
Gulf Railroad Company.

Dear Mr. Oswald:

Enclosed for recording pursuant to Section 20(c) of the Interstate Commerce Act are five counterparts of a Consignment Agreement dated as of December 30, 1976, between General Electric Company and Illinois Central Gulf Railroad Company.

A check for \$50 payable to the order of the Interstate Commerce Commission for the recording fee is also enclosed.

The name and address of the consignor is:

General Electric Company  
The Northern Building, Room 2626  
125 South Wacker Drive  
Chicago, Illinois 60606

The name and address of the consignee is:

Illinois Central Gulf Railroad Company  
233 North Michigan Avenue  
Chicago, Illinois 60601

The equipment covered by the Consignment Agreement is:

One (1) 144-Ton, 1100 horsepower diesel-electric locomotive bearing serial number 39164.

It is requested that all counterparts not needed for the Commission's files be returned showing the Commission's recording reference to:

Howard D. Koontz, Senior General Solicitor  
Illinois Central Gulf Railroad Company  
233 North Michigan Avenue, 26th Floor  
Chicago, Illinois 60601

- 2 -

Honorable Robert L. Oswald

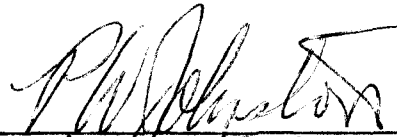
March 16, 1977

I certify that I am an executive officer of Illinois Central Gulf Railroad Company and that I have knowledge of the matters set forth in this letter of transmittal.

Yours very truly,

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By

  
Vice President-Law

Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**OFFICE OF THE SECRETARY**


**3/21/77**

**P.W. Johnston, Vice president-Law  
Illinois Central Gulf RR.Co.  
Two Illinois Center, 233 N. Michigan Ave.  
Chicago, Illinois 60601**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on **3/21/77** at **11:15am**  
and assigned recordation number(s) **8754**

Sincerely yours,

  
Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

CONSIGNMENT AGREEMENT

MAR 21 1977-II 12 AM

INTERSTATE COMMERCE COMMISSION

This Agreement, effective as of December 30, 1976 by  
and between General Electric Company, a corporation of the State  
of New York, acting through its Transportation Equipment Products  
Department, (hereinafter referred to as "GE") and Illinois Central  
Gulf Railroad Company a corporation of Illinois  
Delaware having offices at Chicago  
Illinois (hereinafter referred to as  
"Consignee").

NOW THEREFORE, in consideration of the mutual covenants and  
agreements herein contained, the parties agree as follows:

1. CONSIGNMENT

- a. GE agrees to consign to Consignee and Consignee agrees  
to accept possession of the following Equipment, subject  
to all the Terms and Conditions hereof:

One (1) 144 Ton, 1100 horsepower diesel-electric  
locomotive bearing serial number 39164.

The Consigned Equipment will be located at Chicago  
Terminal during the term of this  
Agreement.

Consignee agrees to use the consigned Equipment only in  
connection with its normal business operations on premises  
which it owns or leases.

- b. At no risk or expense to consignee, during the term of the  
Agreement, GE may with Consignee's prior consent, which  
consent will not be unreasonably withheld, bring parties  
interested in the Equipment onto Consignee's property to  
view and inspect the Equipment.

2. PAYMENTS

For use of the Equipment, Consignee agrees to pay to GE a  
rental at the rate of \$ 75.00 per day. GE shall submit  
invoices to Consignee at the end of each month and such  
invoices shall be paid by Consignee promptly upon receipt.

3. TERM AND TERMINATION

This Agreement shall commence on or about March 18th 1977, and  
shall terminate on 61st day of service thereafter, unless earlier

terminated under other provisions of this Agreement, provided, however, that Articles 5.c, 7, 9, and 10 shall survive any such termination. Any breach by Consignee of the terms and conditions of this Agreement shall, at GE's option, be grounds for terminating this Agreement. In addition, GE may terminate this Agreement upon written notice to Consignee if, in its judgment, the application of the Equipment is not appropriate or creates a serious risk of accident or injury. Upon termination, Consignee shall return the Equipment to GE in good condition, reasonable wear and tear expected, or purchase from GE the Equipment at the price in effect on the effective date of this Agreement, unless other disposition shall be agreed upon by the parties.

#### 4. DELIVERY

- a. Shipping dates are approximate and are based upon prompt receipt of all necessary informations from Consignee. GE shall not be liable for delays in delivery or performance or failure to manufacture, deliver, or perform, due to (1) causes beyond its reasonable control, or (2) acts of God, acts of Consignee, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability on account of causes beyond its reasonable control to obtain necessary labor, materials, components, or manufacturing facilities. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
- b. The Equipment will require preparation for service upon arrival at Consignee's property. Consignee will provide all necessary labor for such preparation, at no expense to GE, under the supervision and direction of GE.

#### 5. TITLE AND RISK OF LOSS

- a. Title to Equipment shall remain in GE at all times during the period of this Agreement. The Equipment will have metal plates affixed by GE bearing the name General Electric Company, followed by the word "owner." If, during the Term of this Agreement any such plate or mark shall at any time be removed, defaced, or destroyed, Consignee shall immediately cause the nameplate to be restored or replaced. Consignee shall not allow the name of any persons, association or corporation to be placed on Consignee's own product or system or the Equipment as a designation which might be interpreted as indicating a claim of ownership of the Equipment for any person, association or corporation other than GE.

- b. Consignee shall preserve GE's title in the Equipment free and clear of all claims, encumbrances and liens of Consignee and others claiming through Consignee. In addition, Consignee shall record this instrument and/or other documents in the appropriate office or offices, as may be directed by GE as necessary under applicable law to preserve GE's rights, title and interest in and to the Equipment and shall take other reasonable steps toward the same end as GE may request.
- c. GE shall bear risk of loss of or damage to the Equipment until arrival at Consignee's property, whereupon all risk of loss of or damage to the Equipment shall pass from GE to Consignee. Consignee, shall bear risk of loss of or damage to the Equipment until return to GE f.o.b. Consignee's property, or other disposition as agreed to by the parties. Representatives of Consignee and GE shall jointly inspect the Equipment both upon delivery to Consignee and upon return to GE at a place mutually agreed upon for the purpose of recording its condition.
- d. Consignee shall carry fire, theft and comprehensive liability insurance in the same manner as Consignee insures similar equipment owned by Consignee. Such insurance shall be in effect during the time of this Agreement and shall name GE as an additional insured as its interest may appear relative to the Equipment. Certificate of insurance shall be forwarded to GE. Limits of said insurance shall in no way limit Consignee liability under this Agreement.

#### 6. TAXES

Consignee shall assume responsibility for, and pay, any and all use taxes or any other taxes which may be imposed on or assessed against GE because of Consignee's use of the Equipment.

#### 7. INDEMNITY

Except as otherwise specifically provided in Sections 1b, 5c, and 8a of this Agreement, Consignee agrees to defend, indemnify and hold GE harmless against any and all liability, losses, damages, injuries, claims and demands whatsoever arising from the use or operation of the Equipment by Consignee.

#### 8. REPAIR MAINTENANCE AND SUPPLIES

- a. GE shall be responsible for repairing defects in the Equipment and for troubleshooting malfunctions in the Equipment during the Term of this Consignment Agreement so long as the Equipment is at the specified location.

3

Consignee agrees to grant GE access to the Equipment for purposes of inspection, repair, or modification at GE's expense and risk. The foregoing shall be in lieu of all warranties, whether written, oral, implied or statutory. NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY.

- b. Consignee shall be responsible for day-to-day maintenance of the Equipment and inspection as specified in the maintenance instructions furnished by GE. Consignee shall also be responsible for correction of problems or damage to the Equipment caused by or attributable to (1) misuse or abuse of the Equipment, (2) installation operation or maintenance practices not in accordance with those recommended by GE, or (3) associated equipment not supplied under this Agreement. GE will, at Consignee's request, correct such problems or damage at GE's then current prices and rates.
- c. Consignee will keep records of fuel used by the Equipment as well as hours of use and maintenance time and costs and will permit GE to review similar records kept by Consignee on other like locomotives.
- d. Consignee shall provide all lube oil, fuel oil, water treatment, sand and other consumable supplies required for proper operation of the Equipment during the period of this consignment.

#### 9. PATENTS

Consignee shall promptly notify GE in writing upon receipt by Consignee of any notice or claim that the Equipment or any part thereof furnished under this Agreement constitutes an infringement of any patent or other property right or upon initiation of any suite or proceeding based upon such a claim. GE shall, in the event of such notice claim, suit or proceeding, have the right to terminate this Agreement upon thirty (30) days written notice to Consignee. GE shall be responsible for all such claims and, if notified promptly in writing and given authority, information and assistance, GE shall defend, or may settle any such suits or proceedings. The foregoing shall not apply to any product or part manufactured to Consignee's design, or to the use of any product furnished hereunder in conjunction with any product in a combination not furnished by GE as a part of this transaction. As to any such product, part, use or combination, GE assumes no liability whatsoever for patent infringement and Consignee shall hold GE harmless against any infringement claims arising therefrom.

## 10. LIMITATION OF LIABILITY

- a. Except for GE's liability for personal injury or property damage arising solely from GE's intentional or tortious conduct under this agreement GE's liability on any claim of any kind, including negligence, for any loss or damage arising out of or resulting from this Agreement or from the equipment or services furnished hereunder shall in no case exceed the price allocable to the equipment or service which gives rise to the claim and shall terminate four years after shipment of the equipment or performance of the service.
- b. In no event, whether as a result of breach of contract or warranty or tort, including negligence, shall GE be liable for incidental or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, damage to associated equipment, cost of capital, cost of substitute equipment, facilities or Services, downtime costs, or claims of customers of the Consignee for such damages.
- c. To the extent that GE may furnish Consignee with advice or assistance concerning equipment supplied hereunder or any system or equipment in which they may be installed which is not required pursuant to any purchase order or this Agreement, the furnishing of such advice or assistance will not create any liability whatsoever on the part of GE whether in warranty, contract tort including negligence, or otherwise.

## 11. GENERAL

- a. This Agreement contains the entire and only agreement between the parties concerning the subject matter hereof and any representation, promise, course of dealing or trade usage not incorporated herein shall not be binding upon either party. No modification, renewal, extension, waiver or termination of this Agreement or any of the provisions herein contained shall be binding unless in writing and signed by duly authorized representatives of the parties.
- b. This Agreement and the relations between the parties hereto shall be governed by the laws of the State of Pennsylvania.
- c. Consignee assumes responsibility for compliance with laws and regulations in the locations where the Equipment is operated and used.
- d. Assignment or delegation by Consignee of any or all of its duties or rights hereunder without the prior written consent of GE shall be void.



- e. Any information, suggestions or ideas transmitted by either party to the other in connection with performance under this Agreement are not to be regarded as secret or submitted in confidence except as may be otherwise provided by Agreement in writing signed by the authorized representatives of the parties. This provision is not intended to affect the rights of the parties under patents, now or hereafter issued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives, as of the date of first written above.

ILLINOIS CENTRAL GULF RAILROAD COMPANY  
Consignee

ATTEST:

J. B. Boshil  
Secretary

By W. H. Davenport  
Title Senior Vice President-Operations  
Date MAR - 7 1977

GENERAL ELECTRIC COMPANY  
Transportation Equipment Products  
Department

ATTEST:

J. T. Hylen  
Secretary

By Stephen J. Hylen  
Title Regional Manager  
Date 10 Mar 77

State of Illinois       )  
County of Cook        ) ss.:

On this 10th       day of March , 1977 before me personally appeared Eugene J. Hogan to me personally known, who, being by me duly sworn, says that he is a Regional Manager of General Electric Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that such instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy R. Steiner  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES APR. 1, 1979  
ISSUED THROUGH ILLINOIS NOTARY ASSOC.

State of Illinois)  
County of Cook    ) ss.:

On this 7TH day of MARCH , 1977 before me personally appeared Henry F. Davenport to me personally known, who, being by me duly sworn, says that he is the Senior Vice President-Operations of Illinois Central Gulf Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert H. Hughes  
Notary Public

My commission expires: NOV 23 1980